IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

VERONIQUE A. LONGMIRE and LAURA BARBER,
on behalf of themselves and others similarly situated,

Plaintiffs,

v. **No. CIV-03-1404 WPJ/RLP**

REGENTS OF THE UNIVERSITY OF CALIFORNIA,
d/b/a LOS ALAMOS NATIONAL LABORATORY,

Defendant.

CONSOLIDATED WITH

YOLANDA GARCIA, et al.

Plaintiffs,

v. **No. CIV-04-112 WPJ/RLP**

REGENTS OF THE UNIVERSITY OF CALIFORNIA,
et al.,

Defendants.

FINAL JUDGMENT AND ORDER APPROVING
CLASS ACTION SETTLEMENT AGREEMENT

THIS MATTER came before the Court upon the parties' Joint Motion for Final Approval of Class Action Settlement Agreement and Plaintiffs' Unopposed Motion for Approval of Reasonable Attorneys' Fees and Costs. 1The parties seek entry of a final order (1) approving the Settlement Agreement entered into by the Class Representatives and the Defendants and filed with the Court on May 19, 2006 and (2) confirming the separate award of attorneys' fees and costs to Plaintiffs by the arbitration panel appointed by the parties. The Court has considered the Settlement Agreement, the arbitrators' unanimous award of attorneys' fees and costs, the evidence submitted by the parties, and all oral and written comments submitted to the Court by the parties and objectors. After consideration of the foregoing, and being fully advised in the premises, the Court finds the parties' Joint Motion for Final Approval of Class Action Settlement Agreement and the Plaintiffs' Unopposed Motion for Approval of Reasonable Attorneys' Fees and Costs are well-taken and should be granted for the reasons stated by the Court on the record at the conclusion of the June 27, 2007 final fairness hearing.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

1. The Notice of Class Action and Summary Notice were disseminated as required by the Court, fully and accurately informed Class members of all material elements of the proposed settlement, constituted the best notice practicable under the circumstances, constituted valid and sufficient notice to all Class members, and fully complied with Fed.R.Civ.P. 23 and the requirements of due process;

2. Pursuant to Fed.R.Civ.P. 23(e), the terms of the Settlement Agreement (including the terms of the Settlement Allocation Plan) are fair, reasonable and adequate in all respects, and the claims administration process shall continue to proceed as set forth in the Settlement Agreement until the settlement funds are distributed;

3. The award of attorneys' fees and costs to Plaintiffs by the arbitration panel in the amount of $4,441,253 is fair, reasonable and adequate in all respects, and is supported by all three methodologies for determining reasonable attorneys' fees: the lodestar methodology, application of the *Johnson* factors, and a percentage-of-the-fund methodology; thus, the arbitrator's award of attorneys' fees and cost and is hereby confirmed, and Defendants shall pay within 10 days after the Final Judgment Date, as that term is defined in the Settlement

Agreement, Plaintiffs' attorneys' fees and costs in this amount;

4. Neither this Final Order nor the Settlement Agreement constitutes a finding or admission by Defendants of any liability or wrongdoing whatsoever;

5. All objections to the Settlement Agreement which were not already overruled in the Court's March 31, 2007 Order, or which were not withdrawn by the objectors, are hereby overruled;

6. All claims asserted by the Class in the Consolidated Actions are dismissed with prejudice, provided that the Court does not dismiss Plaintiff Veronique Longmire's individual claims which will remain pending in this Court under this cause number;

7. All those to whom the Notice of Class Action was directed and who have not timely and validly opted out of the Class are deemed to have released and forever discharged the Released Parties from all the Released Claims as set forth in the Settlement Agreement and will forever be barred and enjoined from asserting, instituting, or prosecuting in any capacity, in any forum, any action or proceeding against the Released Parties concerning the Released Claims;

8. No person may assert any claim against the Class Representatives, Class Counsel, or Claims Administrator based on the distribution of the Settlement Fund made substantially in accordance with the Settlement Agreement and/or the Orders of the Court; and

9. The Court retains continuing jurisdiction of the Class claims and over the parties to the Settlement Agreement for the purposes of supervising the claims administration.

IT IS SO ORDERED, ADJUDGED AND DECREED.

UNITED STATES DISTRICT JUDGE